

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF OKLAHOMA

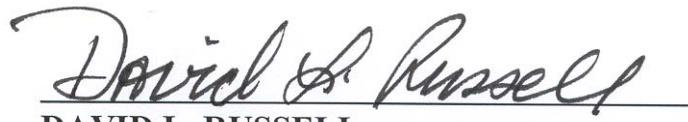
DR. CHRISTINA MAKARIM,)
Plaintiff,)
v.) Case No. CIV-18-303-R
SIGNTRONIX, INC., a California Corporation,)
and NORTHERN LEASING, INC. d/b/a)
Northern Insta-Lease, Northern Leasing and)
Equipment, Northern Systems, Inc., a New)
York corporation,)
Defendants.)

ORDER

Before the Court is Defendant Northern Leasing Systems, Inc.’s Redacted Motion to Dismiss, Doc. 8. Defendant improperly relies on a contract outside Plaintiff’s complaint to support its *forum non conveniens* argument for dismissal. *See* Doc. 9, 10 (Equipment Finance Lease filed under seal). To avoid converting Defendant’s motion to one for summary judgment, the Court cannot consider the contract—a “matter[] outside the pleading”—because it is not (1) “referred to in the complaint,” (2) “central to . . . [P]laintiff’s claim,” and (3) “indisputably authentic.” *GFF Corp. v. Associated Wholesale Grocers, Inc.*, 130 F.3d 1381, 1384 (10th Cir. 1997) (quoting Fed. R. Civ. P. 12(b)) (emphasis added). The “lease application” contract from Defendant’s Motion is referred to in the complaint (Doc. 1-1, at 4), but it is unclear if the contract is central to Plaintiff’s claims, and the parties strongly dispute the authenticity and validity of it. *See* Doc. 13, at 2–4; Doc. 14. Thus, the Court cannot consider “the forum selection clause

between Northern Leasing and Plaintiff" at this stage. Doc. 8, at 2. The Motion (Doc. 8) is DENIED.

IT IS SO ORDERED this 7th day of August 2018.


DAVID L. RUSSELL
UNITED STATES DISTRICT JUDGE